



**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, CALIFORNIA 90242



RICHARD SHUMSKY
Chief Probation Officer

December 23, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE
CUSTODIAL SERVICES AT BARRY J. NIDORF JUVENILE HALL AND COURT, AND
DAVID V. KENYON SUB-OFFICE FOR THE PROBATION DEPARTMENT
(3 VOTE, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that custodial services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve the attached contract with Corporate Building Services, for the provision of custodial services at Barry J. Nidorf Juvenile Hall and Court, and Kenyon Sub-Office for the Probation Department at an estimated annual amount of \$191,712 for the period of February 1, 2005 through January 31, 2006, with an option to renew for four (4) additional 12-month periods.
3. Instruct the Chair to sign the attached contract.
4. Delegate authority to the Chief Probation Officer to extend the contract term for four (4) additional 12-month periods, at an estimated amount of \$191,712 per term, upon approval as to form by County Counsel.
5. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding 10% of the contract price and/or 180 days to the period of performance pursuant to the terms contained therein, and add or delete facilities, work force, and/or work hours during the contract term after notice by County, upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Corporate Building Services for custodial services at Barry J. Nidorf Juvenile Hall (BJNJH) and Court, and Kenyon Sub-Office for the Probation Department.

The Probation Department has utilized contracted custodial services since 1991. In February 2004, Probation terminated a contract with Bell Building Maintenance for convenience of the County. In the interim, services are being provided through a contract administered by the Internal Services Department (ISD) while Probation completes the competitive solicitation process to award a new contract.

Approval of this contract will enable the Probation Department to continue receiving custodial services at BJNJH and Court, and Kenyon Sub-Office. A competitive solicitation process was conducted and Corporate Building Services was the highest ranked proposer.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2, Workforce Excellence, Organizational Goal #3, Organizational Effectiveness and Organizational Goal #4, Fiscal Responsibility. Implementation of the recommendations will enable the Probation Department to continue receiving efficient custodial services.

FINANCIAL IMPACT/FINANCING:

Attachment II compares the cost of contract services with the costs the County would incur if custodial services were provided by County employees. The annual savings to the County is estimated at \$25,672. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Adequate funds are provided in the department's Fiscal Year 2004/05 budget to finance the contract payments. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1991, Probation has contracted for custodial services at BJNJB and Court, and Kenyon Sub-Office. The need for custodial services continues to exist at these designated work locations. Pursuant to the contract, Corporate Building Services will provide personnel, supplies, and equipment to maintain the required custodial services.

The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

Pursuant to County Code Chapter 2.121.330, the Probation Department conducted a competitive solicitation process, which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and ISD's website.

The tort liability under this contract will be the same as that under the preceding contract.

There is no departmental employee relations impact as these services have been contracted since 1991. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The Department evaluated and determined that the Living Wage applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on April 30, 2004. Through the solicitation and competitive negotiation process, approximately 140 letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the internet on the County of Los Angeles ISD website (Attachment V). As a result, thirty-two (32) potential providers requested copies of the RFP, nineteen (19) potential providers attended the mandatory bidder's conference, and eleven (11) proposals were received.

A committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, reviewed a total of six (6) proposals received on June 4, 2004. The proposals were evaluated using an initial

Screening “pass/fail” process, which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

The proposals submitted by Author and Finisher Janitorial, Maxim Building Care, MBM Professional Janitorial Services, Southern Building Maintenance, and Systems did not pass the initial screening, and did not proceed to the final evaluation process.

The proposals submitted by Advanced Building Maintenance, Bell Building Maintenance, Corporate Building Services, Diamond Contract Services, Grace Building Maintenance, and Integrated Support Solutions passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) proposed fee/price; 2) plan for providing required services; 3) quality control plan; 4) experience and capability; and 5) references and history of any labor law violations.

Corporate Building Services’ proposal received a high rating by the evaluation committee because it submitted a responsive proposal that reflected a good understanding of the services to be provided. Corporate Building Services received the County of Los Angeles Local Small Business Preference Program five percent (5%) reduction for evaluation purposes. The preference applied was consistent with program guidelines. Corporate Building Services outlined a quality plan and demonstrated they were experienced and capable of providing the required services. Corporate Building Services made a firm commitment to comply with all RFP requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

The Honorable Board of Supervisors
December 23, 2004
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It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy, Rm. A66
Downey, CA 90242
Attention: Yolanda Young
Contracts & Grants Mgmt. Division

Corporate Building Services
3325 Wilshire Blvd., Suite 1240
Los Angeles, CA 90010-1735
Attention: Bruce Kim, President

Respectfully submitted,

PAUL HIGA
Chief Deputy Probation Officer

PH:lm
A:\Final BL - Cutsodial Svcs - BJNJH Kenyon.DOC

Attachments (5)

c: Chief Administrative Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

CORPORATE BUILDING SERVICES

FOR

**CUSTODIAL SERVICES FOR BARRY J. NIDORF JUVENILE
HALL AND COURT, AND KENYON SUB-OFFICE**

FEBRUARY 1, 2005 to JANUARY 31, 2006

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CORPORATE BUILDING SERVICES
FOR
CUSTODIAL SERVICES FOR BARRY J. NIDORF JUVENILE HALL
AND COURT, AND KENYON SUB-OFFICE**

This Contract and Exhibits made and entered into this ____ day of _____, 2004 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and Corporate Building Services, hereinafter referred to as CONTRACTOR. Corporate Building Services is located at 3325 Wilshire Blvd., Suite 1240, Los Angeles, CA 90010-1735.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Custodial Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Custodial Services; and

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract Custodial Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles COUNTY Charter and Los Angeles COUNTY Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
- 1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
- 1.5 EXHIBIT E - COUNTY'S Administration
- 1.6 EXHIBIT F - CONTRACTOR'S Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

PROP A – LIVING WAGE PROGRAM

- 1.10 *EXHIBIT J - Living Wage Ordinance*
- 1.11 *EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments*
- 1.12 *EXHIBIT L - Payroll Statement of Compliance*

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) AGREEMENT

- 1.13 EXHIBIT M - CONTRACTOR'S Obligation Under HIPAA

TECHNICAL EXHIBITS

- 1.14 EXHIBIT N – Technical Exhibits Submitted with Proposal

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 **COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Program Manager.
- 2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.

- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a twelve (12) month period commencing after execution by COUNTY'S Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of CONTRACTOR(s) by mutual agreement for four (4) additional 12-month periods pursuant to sub-paragraph 8.4, Change Notices and Amendments.
- 4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.
- 4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation.

5.0 CONTRACT SUM

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed \$191,712. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties,

responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in *Exhibit E - COUNTY'S Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

- 5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payment***
- ***Exhibit L - Payroll Statement of Compliance***

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Facilities Director
COUNTY of Los Angeles Probation Department
Property & Supply
4549 Telegraph Road
Los Angeles, CA 90022**

- 5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.
- 5.5.7 CONTRACTOR must indicate "**final payment**" on the last invoice at the time of termination or expiration of the contract term.

5.6 *Cost of Living Adjustments (COLA's)*

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department

of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - COUNTY'S Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contracts Manager

Responsibilities of the COUNTY'S Contracts Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- meeting with CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is

not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S Contract Monitor

The COUNTY'S Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor provides reports to the COUNTY'S Program Manager and Contracts Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

7.1.1 CONTRACTOR'S Project Director is designated in *Exhibit F - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager, Contract Manager, and Contract Monitor on a regular basis.

7.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.

7.3 CONTRACTOR'S Staff Identification

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 7.4.1 No personnel employed by the CONTRACTOR(s) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR(s) from employment or continued employment of any individual for this contract service.
- 7.4.4 CONTRACTOR(s) and employees of the CONTRACTOR(s) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).

- 7.4.5 The CONTRACTOR(s) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.
- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR(s) to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(s) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(s).

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", Exhibit N. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit N.

7.5.2 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

- 7.5.2.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to Exhibit N, Technical Exhibit 6, "Confidentiality of CORI Information"), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the Probation to any approved delegate or assignee on any claim under this Contract shall be deductible, at Probation's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Probation Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR(s).
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than (10%) ten percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

8.5.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.2 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service

Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates

that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment

eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees

and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit N*. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit N*.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**Laticia McCorkle, Contract Analyst
COUNTY of Los Angeles Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, B-62
Downey, CA 90242**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the

COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services

performed by the CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.23.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- CONTRACTOR shall ensure that sub-contractor maintains Professional Liability Insurance, and provide evidence of such insurance to COUNTY, if needed (e.g. pest control services).
 - **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Agreement.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Chief Probation Officer, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not

performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR, from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Probation Officer determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit N, Technical Exhibit 2*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to

the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

- 8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager and/or COUNTY Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Contract Manager or COUNTY Program Director is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - COUNTY'S Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of

a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Contract Manager. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information,

shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.

8.39.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

- 8.39.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Laticia McCorkle, Contract Analyst
COUNTY of Los Angeles Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, B-62
Downey, CA 90242**

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of within notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to

CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and

services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the

COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Probation Department, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160.

Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

- 8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles COUNTY Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the COUNTY Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health

Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "CONTRACTOR" includes any subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The

COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR'S Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR'S current health care benefits plan, and the CONTRACTOR'S portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (*Exhibit K and Exhibit L*), or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours

and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR'S contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR'S operations in California.

9.1.5 COUNTY Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR'S place of business, any of the CONTRACTOR'S records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR'S places of business and locations where CONTRACTOR'S Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the CONTRACTOR fails to comply with the requirements of this Sub-paragraph, the COUNTY shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR

submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
- c. Termination. The CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute

a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

- c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the CONTRACTOR breaches a requirement of this Sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of the same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.1.9 Contractor Retaliation Prohibited.

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

9.1.11 Employee Retention Rights

1. CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the COUNTY entering into this new contract.
2. CONTRACTOR is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.

3. CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, CONTRACTOR may retain a retention employee on the same terms and conditions as CONTRACTOR'S other employees.

9.1.12 Neutrality in Labor Relations

The CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the CONTRACTOR'S employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit M* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit M, Contractor's Obligations Under HIPAA*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.
- 9.3.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, and attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by

affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through CONTRACTOR'S work pursuant to this Contract. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to CONTRACTOR'S work under this Contract.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, CONTRACTOR shall maintain and provide security for all CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by CONTRACTOR outside the scope of this Contract, which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of CONTRACTOR.
- 9.4.5 Notwithstanding any other provision of this Contract COUNTY will not be obligated to CONTRACTOR in any way under Sub-paragraph 9.4.4 for any of CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which COUNTY is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade

secret disclosure, arising from or related to the operation and utilization of CONTRACTOR'S work under this Contract. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR'S defense and settlement thereof.

- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:
- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.5.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COROPORATE BUILDING SERVICES

By _____
Name

Print Name Here

Print Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

APPROVED AS TO FORM:

COUNTY Counsel

By _____
Principal Deputy COUNTY Counsel

PROBATION DEPARTMENT
Prop A Review - Custodial Services at BJNJH and Kenyon
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -	Monthly	No. of	No. of	
<u>Classification</u>	<u>5th Step</u>	<u>Positions</u>	<u>Months</u>	<u>Total</u>
Senior Custodian Supervisor	2,878.00	1.0	12	34,536.00
Custodian	2,126.18	5.0	60	127,570.80
		Subtotal		162,106.80
		Less: 5th Step Salary Savings		(11,509.58)
		Total Direct Salaries		150,597.22
Employee Benefits				54,666.79
		Total Salaries & Employee Benefits		205,264.01
Services & Supplies				12,120.00
		Total Estimated Avoidable Costs		217,384.01

CONTRACTING COSTS

Direct Costs

Contract costs	191,712.00
Total Contract Costs (Direct plus Indirect)	191,712.00
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	25,672.01
Percent of Savings	11.81%

ATTACHMENT III

Agency Benefits RFP Section V

CORPORATE BUILDING SERVICES, INC., will pay its personnel assigned to the project at base the minimum Living Wage of \$8.32 per hour plus the \$1.14 per hour health benefit plan.

CORPORATE BUILDING SERVICES, INC., generally makes available its own provider network plan of negotiated fees at minimum cost which includes medical, dental, vision, eye care, hearing, hospital, pharmacy, emergency medical, financing, disability, and accident insurance.

For the employees of the project herein described, a regular insurance plan through American Fidelity Assurance, Oklahoma City, OK, will be provided. The cost per month will be \$198.36, all employer paid.

The plan is in widespread use through The Boon Group, Inc., 16766 Bernardo Center Dr., #214A, San Diego, CA 92128, 858-451-0732, Contact: Ruppert Jones.

**PROPOSITION A CONTRACTING
CONTRACT EMPLOYEE BENEFITS
(IF APPLICABLE)**

If CONTRACTOR plans to pay a minimum of \$1.14 per hour per employee in health benefits, he/she shall provide the following information on contract employees' benefits to be provided to all personnel assigned to this contract service:

COMPANY NAME: Corporate Building Services

Position: Sales Director CONTRACTOR EMPLOYEE BENEFITS

Benefits

Health Plan American
Dental Plan Fidelity
Vision Plan Assurance
Life Insurance
Retirement Plan
Holidays ✓
Sick Leave ✓
Vacation ✓

Contractor

Yes ✓ No
Yes ✓ No
Yes ✓ No
Yes (No)
Yes (No)
of days per yr. 12
of days per yr. 5
of days per yr. 5

Employee Only Premium

Health Plan \$ 198.36 per month/ 100 % paid by employer
\$ per month/ % paid by employee
Hospital Inpatient Plan Pays Indemnity % up to \$ 84,000 and 100% thereafter
Office Visits \$ 70.00 ^{visit} ~~co-pay~~, \$ 60 visits per year maximum
Dental Plan \$ incl per month/ 100 % paid by employer
\$ per month/ % paid by employee
Office Visits \$ incl co-pay, \$ 25.00 deductible per year maximum 350.00
Vision Plan \$ incl per month/ 100 % paid by employer
\$ per month/ % paid by employee

Life Insurance Plan \$ NONE per month/ _____ % paid by employer
\$ _____ per month/ _____ % paid by employee

Retirement Plan \$ NONE per month/ _____ % paid by employer
\$ _____ per month/ _____ % paid by employee

Family Coverage Available

Health Plan \$ 198.36 per month/ 100 % paid by employer
\$ _____ per month/ _____ % paid by employee

Hospital Inpatient Plan pays Indemnity % up to \$ 84,000.00 and ~~100%~~ thereafter

Office Visits \$ 70.00/visit ~~co-pay~~, \$ 6 visits per year maximum

Dental Plan \$ incl per month/ 100 % paid by employer
\$ _____ per month/ _____ % paid by employee

Office Visits \$ incl co-pay, \$ \$25 deductible per year maximum \$50.00

Vision Plan \$ incl per month/ _____ % paid by employer
\$ _____ per month/ _____ % paid by employee

Office Visits \$ 65/exam ~~co-pay~~, \$ 1 per year maximum

Life Insurance Plan \$ NONE per month/ _____ % paid by employer
(Employee Only) \$ _____ per month/ _____ % paid by employee

Retirement Plan \$ NONE per month/ _____ % paid by employer
(Employee Only) \$ _____ per month/ _____ % paid by employee

Provide Benefits/Coverage for Health, Dental and/or Vision. (Include information about co-insurance, co-payments, deductibles, out-of-pocket limits, etc.)

**BENEFITS PLUS PLAN
SUMMARY OF BENEFITS
\$1.14/Hour - Family Plan - with PPO**

PLAN INCLUDES	Hours of Work Per Month					
	CLASS I 1-80		CLASS II 91-130		CLASS III 131 or more	
HOSPITAL ROOM & BOARD AND MISCELLANEOUS* Per Confinement Maximum Daily Benefit (Up to 45 days per confinement)**	\$22,500 \$500	\$22,500 \$500	\$27,000 \$800	\$27,000 \$800	\$31,500 \$700	\$31,500 \$700
ICU & CORONARY CARE* Per Confinement Maximum Daily Benefit (Up to 45 days per confinement)	\$33,750 \$750	\$33,750 \$750	\$40,500 \$900	\$40,500 \$900	\$47,250 \$1050	\$47,250 \$1050
SURGICAL BENEFIT* Based on Surgical Schedule Maximum Benefit (Per each surgery) Number of Surgical Units	\$4,350 15	\$4,350 15	\$5,220 18	\$5,220 18	\$8,090 21	\$8,090 21
ANESTHESIA BENEFIT* 20% Of Surgical Benefit Maximum Benefit (Per each surgery)	\$870	\$870	\$1,044	\$1,044	\$1,218	\$1,218
OUTPATIENT DOCTOR VISITS* Annual Maximum Per Visit Benefit Annual Number of Visits	\$300 \$50 6	\$300 \$50 6	\$360 \$60 6	\$360 \$60 6	\$420 \$70 6	\$420 \$70 6
X-RAY BENEFITS* Annual Maximum Per Visit Benefit Annual Number of Visits	\$300 \$100 3	\$300 \$100 3	\$400 \$100 4	\$400 \$100 4	\$500 \$100 5	\$500 \$100 5
LAB BENEFITS* Annual Maximum Per Visit Benefit Annual Number of Visits	\$300 \$100 3	\$300 \$100 3	\$400 \$100 4	\$400 \$100 4	\$500 \$100 5	\$500 \$100 5
OUTPATIENT WELLNESS INDEMNITY BENEFIT* General Health Exam Routine X-Ray Routine Laboratory	\$50 \$100 \$100	\$50 \$100 \$100	\$80 \$100 \$100	\$80 \$100 \$100	\$70 \$100 \$100	\$70 \$100 \$100
INPATIENT ROUTINE NEWBORN NURSERY CARE Daily Benefit Maximum	N/A	\$250	N/A	\$250	N/A	\$250
PRESCRIPTION DRUG BENEFIT* Annual Maximum Per Prescription Benefit Annual Number of Prescriptions	\$250 \$25 10	\$250 \$25 10	\$300 \$25 12	\$300 \$25 12	\$350 \$25 14	\$350 \$25 14
SUPPLEMENTAL ACCIDENT BENEFIT* Maximum Benefit per Accident** **(Will pay Covered Charges Incurred, up to the Max.)	\$800	\$800	\$1,000	\$1,000	\$1,200	\$1,200
DENTAL BENEFITS Annual Maximum Annual Deductible Plan Coverage	\$500 \$25 80%/50%	\$250 \$25 80%/50%	\$800 \$25 80%/50%	\$300 \$25 80%/50%	\$700 \$25 80%/50%	\$350 \$25 80%/50%
VISION BENEFITS* Vision Exam (Every 12 months)** Single Lenses (Every 24 months)** Contact Lenses (Every 24 months)** Bi-focal Lenses (Every 24 months)** Frames (Every 24 months)** **(Will pay Covered Charges Incurred, up to the Max.)	\$45 \$55 \$55 \$80 \$40	\$45 \$55 \$55 \$80 \$40	\$55 \$65 \$65 \$90 \$50	\$55 \$65 \$65 \$90 \$50	\$65 \$75 \$75 \$100 \$80	\$65 \$75 \$75 \$100 \$80

MATERNITY COVERAGE: Treated as any other condition

***NO DEDUCTIBLE OR COPAYMENT REQUIRED**

**Confinement for treatment of mental illness, functional nervous disorders, drug abuse and alcoholism are limited to 10 days per calendar year per person.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses." The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were also placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

Attachment IV-A is the Probation Department's Custodial Services Bidder's list.

- III. On final analysis and consideration of award:

Corporate Building Services was selected without regard to sex, religion, race, color, or creed.

- IV. Attachment IV-B is the Organization Information Form for Corporate Building Services.

ATTACHMENT IV-A CUSTODIAL BIDDERS' LIST

Advanced Bldg. Maintenance Co.
10830 E. Whittier Boulevard
Whittier, CA 90606

Browning Ferris Industries (BFI)
9200 Glen Oaks Boulevard
Sun Valley, CA 91352

Brea Maintenance Company
P.O. Box 20446
Los Angeles, CA 90006

CALCLEAN
14039 S. Hawthorne Boulevard
Los Angeles, CA 90250

Building Service Company
805 South Union Avenue
Los Angeles, CA 90017

Akins Maintenance Company
1283 S. La Brea Avenue, Suite 218
Los Angeles, CA 90019

Dan White=s Maintenance Services
1106 S. Highland Avenue
Los Angeles, CA 90019

Buchanan Maintenance Company
1708 Ogden Drive
Los Angeles, CA 90019

Sunflower Building Service
13127 San Fernando Road, #104
Sylmar, CA 91342

Corporate America Dining Management
627 N. Mariposa
West Los Angeles, CA 90004

Ed Building Maintenance
550 Cameron Crest Drive
Diamond Bar, CA 91765

Gene=s Janitorial Services
434 Woodcrest Street
Rialto, CA 92376

Global Janitorial Service
7033 Luke Avenue
Bakersfield, CA 93508

Olympia Building Maintenance Co.
836 Crenshaw Boulevard, Suite 101
Los Angeles, CA 90005

Empire Maintenance Company
624 South Palm Avenue
Alhambra, CA 91803

Exclusive Cleaning Concept
1241 Maple View Drive
Pomona, CA 91766

Diamond Cleaning Services
P.O. Box 4923
Long Beach, CA

Lloyds Hardware Floors & Janitorial
585 N. Garfield, #1
Pasadena, CA 91101

Metro Building Maintenance Company
3171 W. Olympic Boulevard, #553
Los Angeles, CA 90006

Inland Building Maintenance
1707 S. Grove Avenue, Ste. A
Ontario, CA 91761

J.A.M.E.S. Janitorial Services
13119 St. Andrews Place
Gardena, CA 90249

Merchants Building Maintenance
1190 Monterey Pass Road
Monterey Park, CA 91754

Morrison=s Hospitality Group
860 East Carson Street, Suite 118-147
Carson, CA 90745

Powerful Powers Maintenance
3825 Duray Place
Los Angeles, CA 90008

RB=s Janitorial Service
1544 W. 95th Street
Los Angeles, CA 90047

Pacific Sun Maintenance
1140 Crenshaw Boulevard, Suite 107
Los Angeles, CA 90019

Pedus Building Service
3500 W. First Street
Los Angeles, CA 90004

Service Master

15855 Edna Place, Suite 7
Irwindale, CA 90009

Spotless Janitorial Services
P.O. Box 91018
Los Angeles, CA 90009

Success Building Services
P.O. Box 70698
Pasadena, CA 91107

XTRA Help
7840 Firestone Boulevard, Suite 202
Downey, CA 90241

Andrews Facilities
P.O. Box 62099
Los Angeles, CA 90062

CAM Services
5664 Selmaraine Drive
Culver City, CA 90230

Customer Services, Inc.
550 N. Continental Avenue, Suite 190
El Segundo, CA 90245

Superb Building Maintenance Service
3659 Josephine Court
Compton, CA 90221

Western Building Maintenance
17810 San Gabriel Avenue
Cerritos, CA 90701

Helms & Wortham Janitorial Services
7607 S. Lasalle Avenue

Los Angeles, CA 90047

Triangle Services
71 South Central Avenue
Valley Stream, NY 11580

LERR Group
236 W. Mountain Street, #107
Pasadena, CA 91103

Royal Janitorial Services
8421 Suva Street
Downey, CA 90240

Perfection Services
2026 W. View Street
Los Angeles, CA 90016

United Maintenance
3727 W. 6th Street, Suite 616
Los Angeles, CA 90020

PDQ Personnel Services
5900 Wilshire Boulevard, 4th Floor
Los Angeles, cA 90036

RCA & Associates
5608 Valley Glen Way
Los Angeles, CA 90043

CC Cleaning/Maintenance
1850 W. 169th Street, Suite A
Gardena, CA 90247-5252

Meg Associates
6721 Washington Avenue
Whittier, CA 90601

Unihealth America
1423 S. Grand Avenue
Los Angeles, CA 90015

Rose & Kindel Marketing
900 Wilshire Boulevard, Suite 1030
Los Angeles, CA 90017

Janitorial 2001, Inc.
620 West Santa Anita Street
San Gabriel, CA 91776

TAE-KUK
3350 Wilshire Boulevard, Suite 275
Los Angeles, CA 90010

Bell Building Maintenance
8600 Sepulveda Boulevard, Suite 10
North Hills, CA 91343

Vantage Kleening
636 2 West Lime Street
Inglewood, CA 90301

PAA of California
P.O. Box 2427
Covina, CA 91722

Service Master
777 Sir George Court
Moorpark, CA 93021

King Janitorial Company
4529 San Fernando Road, Suite D
Glendale, CA 91204

Simply Unique
14417 Chase Street, Suite 495
Panorama City, CA 91402

Service Master Industries
17310 Redhill Avenue, Suite 300
Irvine, CA 92714

Salim Rangoodwala Custodial
1963 Tudox Street
Covina, CA 91724

Don=s Master Maids
P.O. Box 75035
Los Angeles, CA 9075-7305

Tower Cleaning Systems
1503 South Coast Drive, Suite 303
Costa Mesa, CA 92626

K.C. Pro Maintenance
3960 Wilshire Boulevard, Suite #411
Los Angeles, CA 90010

Golden Eagle Maintenance
13659 Victory Boulevard, Suite 579
Van Nuys, CA 91401

Alpha Maintenance Company
1601 Sunskist, Suite E
Anaheim, CA 92806

Grace Building Maintenance
5777 W. Century Blvd., Suite 1648
Los Angeles, CA 90045

Korean Maintenance
8548 S. Spring Street, Suite 314
Los Angeles, CA 90013

All Plumbing Company
5722 E. Killdee Street
Long Beach, CA 90808

Best Janitorial Services
505 S. Beverly Drive, Suite 921
Beverly Hills, CA 90212

Building Care Systems
1537 San Anselmo Avenue
San Anselmo, CA 94960

CCECO, Inc.
3176 Pullman Street, Suite 111
Costa Mesa, CA 92626

Cardel Painting & Cleaning Service
P.O. Box 19275
Los Angeles, CA 90019

KSA Jojoba
18630 Hart Street
Reseda, CA 91335

Lee=s Maintenance Services, Inc.
14740 Keswick Street
Van Nuys, CA 91405

MorLin Enterprises
P.O. Box 9927
Long Beach, CA 90810

Nancie=s Sweeping

5747 Beverly Hills Drive
Whittier, CA 90601-3854

Comeland Maintenance
4917 W. Melrose Avnue
Los Angeles, CA 90029

Omni Starkist Maintenance Co., Inc.
12110 Slauson Avenue, Suite 9
Santa Fe Springs, CA 90670

Royal Garden Janitorial Service
6635 Florence Avenue, Unit 321
Bell Gardens, CA 90201

A & W Industries
4307 Crenshaw Blvd.
Los Angeles, CA 90008

Intergrated Support Solutions
4283 Empress Avenue
Encino, CA 91436

Morrison-Crothall
28712 Walnut Grove
Mission Viejo, CA 92692

I-CAN Maintenance Company
1536 S. Fairfax, Suite 3
Los Angeles, CA 90019

Midway Building Maintenance Company
3010 Wilshire Boulevard, Suite 339
Los Angeles, CA 90010

Speed Building Maintenance Company
8720 Woodley Avenue, #223

North Hills, CA 91343

Speed Maintenance Company
8622 Reseda Boulevard, #209
Northridge, CA 91324

Data Clean
740 E. Debra Lane
Anaheim, CA 92805

Coverall Cleaning Concepts
770 City Drive South, Suite 7000
Orange, CA 92868

Natural Building Maintenance
4143 W. Pico Boulevard
Los Angeles, CA 90019

Jani-King of California, Inc.
500 N. State College Blvd., Suite 900
Orange, CA 92868

Spic & Span
8240 Bobbybarar Avenue
West Hills, CA 91304

Perfection Services
2026 West View Street
Los Angeles, CA 90016

Final Touch Building Maintenance
1815 E. Center Street
Anaheim, CA 92805

Diamond Contract Services
898 N. Fair Oaks Avenue #A
Pasadena, CA 91103-3046

Maxim Building Care
3545 Wilshire Blvd., Ste. 208
Los Angeles, CA 90010

Ultimate Maintenance Services
4237 West Redondo Beach Boulevard
Lawndale, CA 90260

Sunny Maintenance
2150 Westwood Blvd.
Los Angeles, Ca 90025

Amaidzing! Inc.
6710 Kester Avenue
Van Nuys, Ca 91405

Smile Shin Maintenance
1333 Westwood Boulevard
Los Angeles, Ca 90024

American Building Janitorial
5199 E. Pacific Coast Hwy, Suite 206
Long Beach, CA 90804

Author & Finisher Janitorial Services
44927 Rock Island Dr.
Lancaster, Ca 93534

B & C Cleaning Service
5720 Case Ave.
North Hollywood, CA 91601

Building Cleaning Systems, Inc.
2510 N. Grand Ave., Suite 102
Santa Anita, CA 92262

D & A Cleaning Service
7022 Darby Avenue, Unit B
Reseda, CA 91335

Diamond 1 Cleaning Services
4209 McLaughlin Ave., Apt 4
Los Angeles, CA 90016

Dynamic Cleaning & Maintenance
345 Foothill Blvd, Suite 11
Glendora, CA 91006

G Window Cleaning
P.O. Box 2497
Canoga Park, Ca 91303

J. Maintenance Co.
3435 Ocean Park Blvd
Santa Monica, CA 90405

Cleaner Image
2790 Skypark Drive, Suite 208
Torrance, CA 90505

Jay Bee's Janitorial
12815 Avalon Blvd
Los Angeles, CA 90061

M & T Janitorial Service
1917 West 94th St.
Los Angeles, CA 90001

RB's Janitorial Service
1544 West 95th St.
Los Angeles, CA 90047

2000 Specialty Clean Service
4332 W. Adams Blvd., Suite 103
Los Angeles, CA 90001

A Call Janitorial
611 South Catalina Street
Los Angeles, CA 90005

A Mullins Maintenance Co.
5030 West Washington Blvd.
Los Angeles, CA 90016

A R S Janitorial Services

1340 West 6th St.
Los Angeles, CA 90017

Abbey Road Inc.
5757 West Century Blvd.
Los Angeles, Ca 90045

Able Building Maintenance Co.
5829 West 4th St.
Los Angeles, Ca 90036

Advantage Janitorial Services
19301 Saticoy St.
Reseda, Ca 913354

Aesthetic Maintenance Corporation
1625 Palo Alto St.
Los Angeles, Ca 90026

Airport Janitorial Service
1100 West 79th Street
Los Angeles, Ca 90044

All American Maintenance Service
244 West 119th Street
Los Angeles, CA 90061

Allstate Building Maintenance Co.
2978 Wilshire Boulevard, Suite 305
Los Angeles, CA 90010

Andy's Maintenance
1958 South Shenandoah Street, Apt. 4
Los Angeles, CA 90022
Antonio Botello GENL Maintenance
700 Irolo Street
Los Angeles, CA 90005

Apple House Cleaning
810 S. Spring St.
Los Angeles, Ca 90015

Assured Janitorial Services
12871 Correnti Street

Pacoima, Ca 91331

BW Janitorial & Maintenance Services
8923 South San Pedro Street
Los Angeles, Ca 90003

Building Service Co.
805 South Union Avenue
Los Angeles, CA 90019

Byrd Cleaning Service
1031 South Burnside Avenue
Los Angeles, CA 90019

CBM Janitorial Service
28936 Bessemer Street
Tarzana, Ca 91335

Century Maintenance Co.
3532 Overland Avenue, #B
Los Angeles, CA 90034

Chavez commercial Office Cleaning
2729 ½ Francis Avenue
Los Angeles, Ca 90005

City Maintenance Systems
5657 Wilshire Boulevard, Suite 190
Los Angeles, CA 90036

City Wide Maintenance Co
208 South Oxford Avenue
Los Angeles, Ca 90004
Cleanmore Maintenance Co.
6815 Willoughby Avenue, Suite 105
Los Angeles, Ca 90038

Coast Building Maintenance
5371 Wilshire Boulevard, Suite 214
Los Angeles, Ca 90036

Contreras Maintenance & Janitorial Service
13551 Mercer Street
Pacoima, Ca 91331

Dazzle Maintenance
560 S. San Vicente Blvd.
Los Angeles, Ca 90048

Diamond 1 Cleaning Services
4209 McLaughlin Ave., Apt. 4
Los Angeles, Ca 90016

Diamond Building Maintenance Inc.
6399 Wilshire Boulevard
Los Angeles, CA 90048

District Building Maintenance Service
1314 Clela Avenue
Los Angeles, CA 90022

Doryon Maintenance Co. Inc,
859 N. Vigil Ave., Suite B
Los Angeles, CA 90029

E D P Cleaning Service
5066 Chimineas Ave.
Tarzana, Ca 91356

D & A Cleaning Service
7022 Darby Ave. Unit B
Reseda, Ca 91335

Econo-Mee Maintenance Inc.
807 S. Union Ave.
Los Angeles, CA 90017

GBM
3250 Wilshire Blvd., Suite 1103
Los Angeles, CA 90010

Gary Brandt Building Maintenance
5743 Smithway St., Suite 104
Los Angeles, CA 90040

George H Maintenance
3001 Raymond Ave.
Los Angeles, CA 90007

Gregs Maintenance Service

1960 Chariton St.
Los Angeles, CA 90034

Janitorial Management Services
6011 Reseda Blvd., Floor 2
Tarzana, Ca 91356

Corporate Building Services, Inc.
3350 Wilshire Blvd, #1105
Los Angeles, CA 90010
Attn: Philip W. Gregg

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: CORPORATE BUILDING SERVICES, INC.

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 11253701

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify)

TOTAL NUMBER OF EMPLOYEES (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1	6	1
Hispanic/Latino					98	56
Asian or Pacific Islander	1			1	29	37
American Indian						
Filipino						
White			1		11	

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency, complete and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: [Signature] Title: Sales Director Date: 6/2/04

CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit information with the intent of receiving CBE certification and its concurrent benefit for which they are not entitled:

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization is true and correct.

Name of Firm Corporate Building Services, Inc.
 Signature Title James W. Parg, Sales Director Date _____

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Bid Detail Information

Bid Number : 6400406
Bid Title : Custodial Services at Barry J. Nidorf Juvenile Hall and Court, and Kenyon Sub-Office
Bid Type : Service
Department : Probation
Commodity : JANITORIAL/CUSTODIAL SERVICES
Open Date : 4/30/2004
Closing Date : 6/4/2004 12:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : REQUEST FOR PROPOSALS (RFP) TO PROVIDE
CUSTODIAL SERVICES AT BARRY J. NIDORF JUVENILE HALL AND COURT, AND DAVID V. KENYON JUVENILE
JUSTICE CENTER SUB-OFFICE
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
RFP #6400406

The County of Los Angeles Probation Department is soliciting proposals from qualified contractors to provide custodial services at Barry J. Nidorf Juvenile Hall and Court, and Kenyon Sub-Office.

The CONTRACTOR(s) will be responsible for providing the most efficient and economical services through both the provision of experienced custodial staff available for the term of the contract, and appropriate supplies and equipment to maintain the required level of custodial services for all designated Probation Department facilities. The CONTRACTOR(s) will be a company whose major function is to provide reliable custodial services and demonstrates the capabilities to provide custodial services at the level requested by the COUNTY. Interested and qualified CONTRACTORS who have demonstrated their experience in providing services of this type are invited to participate in this solicitation process. All custodial services must be performed in accordance with COUNTY standards and in a manner consistent with the long-range plans, goals and objectives of the COUNTY.

The contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The awarded contract must provide all services at less cost than COUNTY cost.

Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements in Attachment A.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Laticia McCorkle, Contract Analyst
Contracts & Grants Management Division
Los Angeles County Probation Department
9150 E. Imperial Highway, Room B-62
Downey, CA 90242
(562) 940-2677

There will be a Mandatory Bidder's Conference where County representatives will be available to answer any questions about the RFP process and objectives. The mandatory bidders' conference will be held on Wednesday, May 19, 2004 @ 10:00 a.m., at Barry J. Nidorf Juvenile Hall and Court, 16350 Filbert Street, Sylmar, CA 91342. Those planning to attend must notify Ms. Laticia McCorkle at (562) 940-2677 by 4:00 p.m., Tuesday, May 18, 2004.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST ON FRIDAY, June 4, 2004.

ATTACHMENT A**MINIMUM REQUIREMENTS**

- 1) Attend the mandatory bidders' conference scheduled for Wednesday, May 19, 2004.
- 2) Submit proposals before 12 noon PDST, on Friday, June 4, 2004.
- 3) CONTRACTOR'S annual cost is less than the COUNTY'S cost to perform the same services.
- 4) Proposal includes compliance with the requirements of the COUNTY'S Living Wage Program (Los Angeles County Code, Chapter 2.201). Prospective CONTRACTORS should carefully read the Living Wage Program (Part A, Section 16.0) and the pertinent living wage provisions (Part E, Section 24.0), both of which are incorporated by references into and made a part of this RFP. The Living Wage Program applies to both CONTRACTORS and their subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further consideration.
- 5) Demonstrate a minimum of three (3) years experience within the last five (5) years providing custodial services on a long term basis including the purchase and delivery of supplies.
- 6) Identify an administrative local business office located within or adjacent to the County of Los Angeles.
- 7) Identify a Project Director with a minimum of three (3) years experience within the last five (5) providing the above services who will oversee the contract operations.

8) Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services Greater Avenue for Independence (GAIN) participants or General Relief Opportunities for Work (GROW) or which attests to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR'S employee mentoring program, if available to assist these individuals in obtaining permanent employment and/or promotional opportunities.

9) CONTRACTOR must have submitted separately to the Los Angeles County Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form - see Form 9) at the time of submitting to the Probation Department. Additionally, CONTRACTOR must submit along with his/her proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to the CONTRACTOR'S Principal Owners; (2) the CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and CSSD Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification has been submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Form 10. Failure by CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to the Probation Department along with a proposal and a copy to the CSSD shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).

10) CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTOR'S and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration (Refer to Form 16).

11) Proposal is properly organized regarding content and sequence, as required in Part D of the RFP.

12) Proposal contains all the required completed forms.

Contact Name : Laticia McCorkle

Contact Phone# : (562) 940-2677

Contact Email : Laticia_McCorkle@probation.co.la.ca.us

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